

Ledyard Public Schools

BID SPECIFICATIONS

No. 2 Fuel Oil

No. 4 Fuel Oil 1%

Ultra Low Sulfur Diesel

July 1, 2017-June 30, 2018

LEGAL NOTICE

TOWN OF LEDYARD, CONNECTICUT

REQUEST FOR PROPOSALS

No. 2 Fuel Oil

No. 4 Fuel Oil 1%

Ultra Low Sulfur Diesel

July 1, 2017-June 30, 2018

Due: April 5th, 2017

The Town of Ledyard will receive sealed bids “**No. 2 Fuel Oil/Ultra Low Sulfur Diesel/No. 4 Oil 1%**” until 2pm on April 5th, 2017. At that time proposals will be opened in public and read aloud.

Bids must be clearly marked “**No. 2 Fuel Oil/Ultra Low Sulfur Diesel/No. 4 Oil 1%**” on the outside of a sealed envelope and returned to Jason Lathrop, Business Manager, 4 Blonder Blvd, Ledyard CT 06339 **no later than Wednesday, April 5, 2017. Bids will be opened and read at 2:00 PM at the above address.**

The documents comprising this Request for Proposals may be obtained from Samuel Kilpatrick III, at Ledyard Public Schools, 4 Blonders Boulevard, Ledyard, CT 06339 during the hours of 8:00 AM – 4:00 PM Monday through Friday or on the Town’s website, www.ledyard.net, click District, Finance, Bids/RFPs, 2017-2018, then click on corresponding LPS bid number. **Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.

TOWN OF LEDYARD, CONNECTICUT

REQUEST FOR PROPOSALS FOR

#2 Fuel Oil #4 Fuel Oil Ultra Low Sulfur Diesel

Proposal Number: LPS-0028

Proposal Opening Date: April 5th

Proposal Opening Time: 2 PM

Proposal Opening Place: Ledyard Board of Education Conference Room

The Town Of Ledyard is seeking proposals for #2 Fuel oil, #4 Fuel Oil, and Ultra Low Sulfur Diesel. One (1) original and two (2) copies of sealed proposals must be received at [Ledyard Public Schools, Central Office, 4 Blonder Boulevard, Ledyard, CT 06339](#) by the date and time noted above. The Town of Ledyard (the “Town”) will not accept submissions by e-mail or fax. **Late bids and facsimiles will not be accepted.** The Town will reject proposals received after the date and time noted above.

Proposals must be held firm and cannot be withdrawn for two (2) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.

This Request for Proposals (“RFP”) includes:

- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer’s Non Collusion Affidavit
- Proposer’s Statement of References
- **Sample Contract in the form attached**
- State of Connecticut Contractor Verification
- Addenda, if any

TOWN OF LEDYARD, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Ledyard (the "Town") is soliciting proposals for #2 Fuel oil, #4 Fuel Oil, and Ultra Low Sulfur Diesel. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.Ledyard.net. **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years

3. KEY DATES

Pre-Proposal Conference or Site Visit: ***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

Proposal Opening: April 5th, 2017

Interviews of one or more proposers (if deemed necessary): ***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

Preliminary Notice of Award: April 6th, 2017

Contract Execution: April 7th, 2017

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. OBTAINING THE RFP

All documents that are a part of this RFP may be obtained from [Sam Kilpatrick III 4 Blonders Blvd.](#), at the [Ledyard Board of Education Office, Ledyard, CT. 06339](#) during the hours of 8:30 AM – 4:00 PM Monday through Friday” OR “or on the Town’s website, www.Ledyard.net.

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Ledyard Board of Education Office, 4Blonders Blvd., Ledyard, CT 06339, prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and two (2) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer’s name, the proposer’s address, the words “**PROPOSAL DOCUMENTS,**” and the **Proposal Title, Proposal Number and Proposal Opening Date**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices

must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Jason Lathrop

Department: Business Office

E-mail: jlathrop@ledyard.net

Fax: 860 464-8589

Questions concerning this RFP's Specifications are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Samuel Kilpatrick III

Department: Facilities

E-mail: samkilpatrick@ledyard.net

Fax: 860 464-8589

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than five (5) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will

answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.Ledyard.net. **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described

in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

12. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete and submit the Proposer's Legal Status Disclosure form included in this RFP.

14. PROPOSAL (BID) SECURITY

"THIS ITEM IS NOT APPLICABLE TO THIS RFP"

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. SUBSTITUTION FOR NAME BRANDS

"THIS ITEM IS NOT APPLICABLE TO THIS RFP"

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. The Town is also exempt from Gross Receipts Tax on #2 and #4 Fuel Oil. Federal Tax Exempt #06-600-1630.

18. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The

Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY

The successful proposer shall be required to furnish the Town of Ledyard a Performance Bond within 30 Days of notification of award in the amount of 50% of the rate per gallon times the estimated volume. The cost of the Performance Bond is to be paid for by the successful bidder.

20. DELIVERY ARRANGEMENTS

The successful proposer shall deliver the items that are the subject of the RFP, at its sole cost and expense, to the location(s) listed in the Specifications. The successful Bidder shall be in contact with Ledyard Public Schools as to the delivery location and the quantity required in periodic deliveries. It shall be the responsibility of the Bidder to insure the uninterrupted supply of fuel. It is the responsibility of the supplier to see that an adequate supply of No. 2 Fuel Oil and Ultra Low Sulfur Diesel (no less than 25% of capacity) is in each tank at all times. **IMMEDIATE DELIVERY (SAME DAY) IS EXPECTED UPON NOTIFICATION OF INADEQUATE SUPPLY.** The delivery of the No. 2 Fuel Oil / No. 4 Fuel Oil/ Ultra Low Sulfur Diesel Fuel Oil shall be made, but not limited to, the properties listed in ***Appendix A***.

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria

relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

"The Town will post the Preliminary Notice of Award and related information on its website, www.Ledyard.net, under "Bids and Requests for Proposals."

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

23. NONRESIDENT REAL PROPERTY CONTRACTORS

"THIS ITEM IS NOT APPLICABLE TO THIS RFP"

24. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to

confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFP.

26. CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. **Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.**

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

b. ADVERTISING

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

c. W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

d. Payments

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications. A copy of the signed metered delivery ticket must accompany all bills.

e. TOWN INSPECTION OF WORK

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

f. REJECTED WORK OR MATERIALS

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

h. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

i. PREVAILING WAGES

"THIS ITEM IS NOT APPLICABLE TO THIS RFP"

j. PREFERENCES

“THIS ITEM IS NOT APPLICABLE TO THIS RFP”

k. WORKERS COMPENSATION

“THIS ITEM IS NOT APPLICABLE TO THIS RFP”

l. SAFETY

“THIS ITEM IS NOT APPLICABLE TO THIS RFP”

m. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

n. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

o. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract.

p. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

q. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

r. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

s. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

t. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF LEDYARD, CONNECTICUT

SPECIFICATIONS FOR

#2 Fuel Oil #4 Fuel Oil Ultra Low Sulfur Diesel

PROPOSAL #LPS-0028

STATE GRANT/LOAN AGREEMENT

THIS ITEM IS NOT APPLICABLE TO THIS RFP

QUANTITY

Ledyard Public Schools is undergoing an oil tank removal project during the June 2017 to August 2017 time period at Ledyard High School, along with a No. 4 to No. 2 oil conversion of its burners. It is our intent to convert during the summer of 2017 in hopes of not requiring any No. 4 Fuel Oil during the 2017-2018 contract year. However, as an alternate, Ledyard Public Schools reserves the right to convert gallonage from No. 2 Fuel Oil to No. 4 Fuel Oil at the specified volumes and vendor bid prices at any time during the 2017-2018 contract year based upon the conversion timeline and completion. A three-year purchase volume is attached in Addenda B for further bid context.

BASE BID

50,000 gallons of No. 2 Fuel Oil (Elementary)
38,850 Gallons of No.2 Fuel Oil (LHS Conversion)
56,000 gallons – Ultra Low Sulfur Diesel Fuel

ALTERNATE BID

50,000 gallons of No. 2 Fuel Oil (Elementary)
Up to 38,850 gallons of No. 4 Oil 1% (Delivered as requested to LHS). The Balance shall be delivered as No.2 Fuel Oil
56,000 gallons – Ultra Low Sulfur Diesel Fuel

DELIVERY – LEDYARD HIGH SCHOOL

Should the conversion not take place, it is the responsibility of Ledyard Public Schools to notify the supplier when a full tank load of No. 4 Fuel Oil can be delivered. **DELIVERY OF NO. 4 FUEL OIL IS REQUIRED WITHIN 48 HOURS OF NOTIFICATION.**

SPILLAGE

Any spillage at the time of delivery will be the responsibility of the Bidder and any costs to repair resultant damages or any penalties assessed against Ledyard Public Schools, or parties thereto, because of pollution resulting from such spillage shall be borne by the Bidder.

STANDARD FUEL OIL SPECIFICATIONS

All fuel oil specified herein and delivered under these requirements shall be hydrocarbon oil that in all instances will meet or exceed the A.S.T.M. designation D396-16E1 for No. 2 fuel oil, A.S.T.M. designation D396-16E1 for No. 4 fuel oil, and A.S.T.M designation D975-16A No. 2-D S15 for Ultra Low Sulfur Diesel Fuel. Additionally, all fuel oil referred to herein is to be free of acid, grit, metal particles or any foreign matter that could clog, injure, cause damage to or breakdown burners, valves, fittings, fuel lines and/or pumps associated with the supply and production of the heat or horsepower when using the fuel oils specified.

MATERIAL SAFETY DATA SHEET

A Material Safety Data Sheet for the No 2 Fuel Oil, No. 4 Fuel Oil, and Ultra Low Sulfur Diesel Fuel must be provided to Ledyard Public Schools to comply with OSHA regulations, upon award of bid.

BID DETAILS:

The bid price will be based on the cost of fuel as of the close of trade on the New York Mercantile Exchange the day prior to the day of the bid opening. Documentation should be provided as part of the bid submission.

The undersigned hereby offers to supply the referenced fuels and gallonage with alternate supply options for Ledyard Public Schools during the time period specified.

The undersigned further certifies that he/she is aware that Ledyard Public Schools may reject any or all bids. Bidder has not included any State or Federal taxes for which Ledyard Public Schools are not liable and is making this bid without collusion with any other person, individual or cooperation.

The undersigned has read the entire bid specifications, and by bidding, fully and completely accepts all the terms and conditions stated in the bid specifications.

END OF SPECIFICATIONS

TOWN OF LEDYARD, CONNECTICUT
INSURANCE REQUIREMENTS FOR
#2 Fuel Oil #4 Fuel Oil Ultra Low Sulfur Diesel

PROPOSAL #LPS-0028

The successful Bidder shall be required to furnish to Ledyard Public Schools a certificate of insurance within thirty (30) days of notification of award. Any changes in insurance coverage will require thirty (30) days' notice to Ledyard Public Schools. Insurance coverage must include Ledyard Public Schools as an additional insured. The required insurance coverage is:

Comprehensive form General Liability including premises/operations, underground explosion and collapse hazard, oil spills, completed products/operations, contractual independent contractors, broad form property damage, and personal injury.

Limits of Liability shall combine bodily injury and property damage:
\$1,000,000; each occurrence. \$2,000,000; aggregate.

Automobile Liability including owned vehicles, hired vehicles, and non-owned vehicles.

Limits of liability shall combine bodily injury and property damage:
\$1,000,000; each occurrence. \$2,000,000 aggregate.

Excess Liability-Umbrella Form.

Limits of Liability shall combine bodily injury and property damage:
\$1,000,000; each occurrence. \$2,000,000; aggregate.

Worker's Compensation Insurance.

Limit of Liability shall be the statutory limit of:
\$1,000,000 each accident.

END OF INSURANCE REQUIREMENTS

TOWN OF LEDYARD, CONNECTICUT

PROPOSAL FORM

#2 Fuel Oil #4 Fuel Oil Ultra Low Sulfur Diesel

PROPOSAL #LPS-0028

PROPOSER'S FULL LEGAL NAME:

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP in accordance with the following schedule:

BID PRICING – BASE BID

	No 2. Fuel Oil (Elementary)	No. 2 Fuel Oil (LHS)	1 Ultra Low Sulfur Diesel
Bid Price ¹ :			
Fixed Markup:			
Price Per Gallon Without Tax:			
National Oil Heat Research Alliance Assessment:			
Leaking Underground Storage Tank Tax:			
Oil Spill Recovery Fee:			
Other Tax ² :			
TOTAL with Taxes and Fees Per Gallon:			

BID PRICING – ALTERNATE BID

	No 2. Fuel Oil (Elementary)	No. 2/4 Fuel Oil (LHS)	1 Ultra Low Sulfur Diesel
Bid Price ¹ :			
Fixed Markup:			
Price Per Gallon Without Tax:			
National Oil Heat Research Alliance Assessment:			
Leaking Underground Storage Tank Tax:			
Oil Spill Recovery Fee:			
Other Tax ² :			
TOTAL with Taxes and Fees Per Gallon:			

1. Based upon Heating Oil Contract(s) as traded on the New York Mercantile Exchange on the day of the bid.

2. Please Define.

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to or Modifications or Clarifications of the RFP

_____ This proposal does not take exception to or seek to modify or clarify any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

_____ This proposal takes exception(s) to or seeks to modify or clarify certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
TITLE:

(PRINT NAME)

(SIGNATURE) DATE: _____

END OF PROPOSAL FORM

TOWN OF LEDYARD, CONNECTICUT
PROPOSER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President Secretary Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes

_____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes

_____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

Proposer’s Full Legal Name

(print)

Name and Title of Proposer’s Authorized Representative

(signature)

Proposer’s Representative, Duly Authorized

Date

TOWN OF LEDYARD, CONNECTICUT

#2 Fuel Oil #4 Fuel Oil Ultra Low Sulfur Diesel

PROPOSAL #LPS-0028

HOLD HARMLESS AGREEMENT

Contractor/organization agrees that it will indemnify and hold harmless the Ledyard Board of Education its respective officers, agents and employees from any loss, costs, damages, expenses, judgments and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting there from as permitted by law unless and to the extent caused by the Ledyard Board of Education's willful acts.

I/we understand the conditions set forth within this instrument and agree to provide the required certification and will hold the Ledyard Board of Education harmless as outlined in the above statement.

CONTRACTOR/ORGANIZATION NAME

AUTHORIZED SIGNATURE

PRINTED NAME

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF LEDYARD, CONNECTICUT

PROPOSAL #LPS-0028

#2 Fuel Oil #4 Fuel Oil Ultra Low Sulfur Diesel

PROPOSER'S CERTIFICATION

**Concerning Equal Employment Opportunities
And Affirmative Action Policy**

I/we, the proposer, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/xeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.

6) I/we attempt to employ and advance in employment qualified handicapped individuals.

7) I/we are in compliance with the Americans with Disabilities Act.

8) I/we (check one):

_____ have an Affirmative Action Program, or

_____ employ 10 people or fewer.

Legal Name of Proposer

(Signature)

Proposer's Representative, Duly Authorized

Name of Proposer's Authorized
Representative

Title of Proposer's Authorized Representative

Date

TOWN OF LEDYARD, CONNECTICUT
PROPOSER'S NON COLLUSION AFFIDAVIT

PROPOSAL FOR: #2 Fuel Oil #4 Fuel Oil Ultra Low Sulfur Diesel

PROPOSAL NUMBER: LPS-0028

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Ledyard is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Ledyard to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)

Proposer's Representative, Duly Authorized

Name of Proposer's Authorized
Representative

Title of Proposer's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public

My Commission Expires:

TOWN OF LEDYARD, CONNECTICUT

PROPOSAL # LPS-0028
#2 Fuel Oil #4 Fuel Oil Ultra Low Sulfur Diesel

PROPOSER'S STATEMENT OF REFERENCES

Provide at least three (3) references with annual deliveries of at least 50% of the specified quantities of this bid specification:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION

3. BUSINESS
NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE _____
INDIVIDUAL CONTACT NAME AND POSITION

END OF STATEMENT OF REFERENCES

SAMPLE CONTRACT FOR
#2 Fuel Oil #4 Fuel Oil Ultra Low Sulfur Diesel

This Contract is made as of the _____ day of _____, 20____ (the “Effective Date”), by and between the Town of Ledyard, _____, Ledyard, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the “Town”), and [_____] (the “Contracting Party”).

RECITALS:

WHEREAS, the Town has issued a Request for Proposals for **#2 Fuel Oil #4 Fuel Oil Ultra Low Sulfur Diesel** (the “RFP”), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the Town dated _____ (the “Proposal”), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the supply and deliver the products (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the supply and deliver of the products.

NOW THEREFORE, in consideration of the recitals set forth above and the parties’ mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to supply and deliver the products described more fully in the attached Exhibits A and B (collectively, the “Work”).

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFP, including but not only **all of the terms set forth in Section 26 (the “Contract Terms”) of the Standard Instructions to Bidders.**

2. Term: **[July 1st, 2017 – June 30th, 2018]**

3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

4. Price and Payment: (See Attached Proposal Form)

5. Right to Terminate: If the Contracting Party's fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

6. No Waiver or Estoppel: Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Notice: Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) and shall be effective upon receipt at their respective addresses set forth below:

If to the Town:

Ledyard Public Schools

Attention : Jason Lathrop

4 Blonders Blvd. Ledyard, CT 06339

860 464-8589 (F) jlathrop@ledyard.net

If to the Contracting Party:

Name

Address

Phone/email

Execution: This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

LEDYARD PUBLIC SCHOOLS

By _____

Its _____, Duly Authorized

Date: _____

[CONTRACTING PARTY LEGAL NAME]

By _____

Its _____, Duly Authorized

Date: _____

STATE OF CONNECTICUT CONTRACTOR VERIFICATION
TO BE COMPLETED BY THE SUCCESSFUL BIDDER

STATE OF CONNECTICUT
Contractor Verification

Directions to Contractor: Connecticut law requires that any contractor applying or bidding for a contract (including individuals who are independent contractors) with a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator require any employee with the contractor who would be in a position involving direct student contact to supply the contractor with the information provided in this form. Information may be collected either through a written communication or telephonically.

In addition, pursuant to Connecticut General Statutes (C.G.S.) § 10-233c, the contractor is required to contact – either telephonically or through written communication – any current or former employer of an employee if such employer was a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator or if the employment caused the employee to have contact with children, to request any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the employee. If the contractor receives any information indicating such a finding, or otherwise has knowledge of such a condition, the contractor must immediately forward such information to any local or regional board of education with which the contractor is under contract.

Directions to Employee of Contractor: Pursuant to Connecticut state law, employees of a contractor who would be in a position involving direct student contact must supply all of the information provided in Section 2 of this form.

Section 1 – To be completed by Contractor

Name	
Street address	
City, State, Zip Code	
Contact person	
Telephone number/email address	

Section 2 – To be completed by Employee of Contractor

Part A. Please list the name, address and telephone number of each current or former employer below, if such current or former employer was a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator, or if such employment otherwise caused you to have contact with children.

Employer 1: Name _____ Address: _____ Phone _____

Employer 2: Name _____ Address: _____ Phone _____

Employer 3: Name _____ Address: _____ Phone _____

Employer 4: Name _____ Address: _____ Phone _____

Employer 5: Name _____ Address: _____ Phone _____

Employer 6: Name _____ Address: _____ Phone _____

Employer 7: Name _____ Address: _____ Phone _____

Employer 8: Name _____ Address: _____ Phone _____

Employer 9: Name _____ Address: _____ Phone _____

Part B. Please complete the questions below in their entirety.

Have you ever (check one):

Y N

Been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department (answer “no” if the investigation resulted in a finding that all allegations were unsubstantiated)?

Y N

Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or under investigation by the Department of Children and Families (the “department”), or an allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to section 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Y N

Had a professional or occupational license or certificate suspended or revoked or ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by the department or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by the department of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct

Part C – Written Consent and Disclosure Authorization. I hereby authorize the entities I have listed in Section 2 of this form to release to the entity listed in Section 1 of this form the information required to be released by my previous employer pursuant to (C.G.S.) § 10-222c along with any related records. I hereby consent to and authorize disclosure by the State Department of Education of the information requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67, and I hereby authorize the release by the State Department of Education of any related records. I further hereby release the above-named employer(s) and the State Department of Education from any and all liability of any kind that may arise from the disclosure or release of records requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67.

Signature of Applicant

Date

NOTES:

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct means – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect means – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

The Connecticut State Department of Education is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, age, criminal record, political beliefs, genetic information, intellectual disability, past or present history of mental disability, learning disability, or physical disability, including, but not limited to, blindness or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

APPENDIX A

<u>LOCATION</u>	<u>TANK SIZE</u>	<u>AVERAGE LOAD SIZE</u>
LEDYARD CENTER SCHOOL 740 COLONEL LEDYARD HWY LEDYARD CT 06339	5,000 2,500 # 2 FUEL OIL(BOTH)	2,000 1,000
CENTRAL OFFICE 4 BLONDER BLVD LEDYARD CT 06339	500 # 2 FUEL OIL	350
LEDYARD HIGH SCHOOL 24 GALLUP HILL ROAD LEDYARD CT 06339	1375 # 2 FUEL OIL	750
LEDYARD HIGH SCHOOL 24 GALLUP HILL ROAD LEDYARD CT 06339	12,000 # 2 FUEL OIL OR #4 FUEL OIL	6300
GALLUP HILL SCHOOL 169 GALLUP HILL ROAD LEDYARD CT 06339	8,000 # 2 FUEL OIL	2,000
LEDYARD BUS DEPOT 1350 BALDWIN HILL ROAD GALES FERRY CT 06335	8,000 ULTRA LOW SULFUR DIESEL	3,000

FUEL COMPARISON IN GALLON

APPENDIX B						
	#2 FUEL OIL	#4 FUEL OIL	#2 FUEL OIL	#4 FUEL OIL	#2 FUEL OIL	#4 FUEL OIL
MONTH	FY 2014-15	FY 2014-15	FY 2015-16	FY 2015-16	FY 2016-17	FY 2016-17
	7/1/14-6/30/15	7/1/14-6/30/15	7/1/15-6/30/16	7/1/15-6/30/16	7/1/16-3/15/17	7/1/16-3/15/16
JUL	3092	0	0	0	0	0
AUG	463.4	0	0	0	0	0
SEP	0	0	0	6513	0	0
OCT	0	0	5098.7	0	176.5	6507
NOV	7088.1	0	2367.4	6297	7098.5	6703
DEC	6340.8	6503	2567.6	6703	5931.6	6506
JAN	13951.4	7081.9	12765.2	6459	5464	7502
FEB	7118.5	7005	10087.5	6512	7518.4	6512
MAR	11336.7	6517	7022.8	6515	2357	
APR	5369.8	6512	4895.4	6503		
MAY	1096.8	0	2718.3	0		
JUN	0	0	0	0		
TOTAL	55857.5	33618.9	47522.9	45502	28546	33730